



February 18, 2015

Mr. Neil E. Hoobler
President
Supreme Manufacturing, Inc.
327 Billy Boyd Road
Stoneboro, PA 16153

Dear Neil:

Maxus Capital Group, LLC ("Maxus") is pleased to present the following commitment ("Commitment") for the transaction described below:

LESSOR:	Maxus Capital Group, LLC, or its designee or assignee ("Lessor")
LESSEE:	Supreme Manufacturing, Inc. ("Lessee")
GUARANTOR:	Neil Hoobler
EQUIPMENT:	The inventory consisting of the component parts necessary to construct One (1) SMI-16 Yard Twin-MD (Mine Duty Gantry) Dredge as such parts are further detailed and referenced in purchase order No. 313596 dated October 2, 2014 (the "Purchase Order") between Lessee and Sully-Miller Contracting Company dba United Rock Products ("United Rock Products"). The Purchase Order must be in a form and substance satisfactory to Lessee and its Assignee.
ADDITIONAL SECURITY	First priority blanket lien on all business assets with the exception of assets associated with existing debt where the lien would be a second position.
INTELLECTUAL PROPERTY	Lessee to grant Lessor non-exclusive rights of use and license, without cost to all IP and other proprietary technology related to the SMI-16 Yard Twin-MD Dredge throughout the Lease Term. Upon Lessee's complete satisfaction of its obligations owing Lessor under the Lease, including, without limitation, its payment of the Early Purchase Option Amount, Lessor's license to such IP and other proprietary technology shall expire.
LEASE FACILITY:	Up to \$6,000,000 in equipment cost.
	Draw down is based on satisfactory draw requests and verification of work performed.
EQUIPMENT LOCATION:	Stoneboro, PA and various approved locations.
FUNDING DATE:	Funding to begin on or before 2/27/15 with final acceptance no later than 2/26/16.

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LEASE TERM:	Twelve (12) months
RENT:	The amount calculated by multiplying the rent factor of 0.6250% by the total amount of funds advanced by Lessor divided by 30 and then multiplied by the actual number of days outstanding.
	Lessor, at Lessee's request, will make advance payments to vendor(s) and/or manufacturer(s) prior to the equipment acceptance date in increments of not less than \$100,000.00. After acceptance by United Rock Products of all Equipment, the Lease matures and all funds advance under the Lease are due.
ADJUSTMENT OF RENTAL FACTOR:	The Rental Amount quoted in this Commitment shall be adjusted prior to the Rent Commencement Date in accordance with changes in the weekly average of the One Year Interest Rate Swaps rate, as reported in the Federal Reserve Statistical Release H.15 for the week preceding the week in which the Equipment is accepted for purposes of the Lease as evidenced by the Certificate of Acceptance. If, for the week preceding the week in which the Equipment is accepted, the interest rate on the aforementioned One Year Interest Rate Swaps is greater than 0.43% (the "Benchmark Rate"), the Rental Amount will be adjusted as follows: for each one one-hundredth of one percent (.01%) variance, all Rental Amounts due pursuant to this paragraph will be increased (in accordance with the variance from the One Year Interest Rate Swaps rate) by an amount specified by Lessor in its approval of this proposed transaction (The "Rental Adjustment Factor").
ISSUANCE FEE:	Two percent (2%) of the sale price of the equipment (\$8,166,700.00) payable with the first draw of vendor payments.
NET LEASE:	This is a net lease transaction under which Lessee pays insurance, maintenance and taxes for the term of the lease. Manufacturer's guarantees or warranties will be passed on to Lessor till Lease maturity. All payments under the lease, including but not limited to rent, will be made via ACH generated by the Lessor.
EARLY PURCHASE OPTION:	Provided that no Event of Default shall have occurred and be continuing, Lessee shall be entitled, at the delivery of the dredge components to the customer location, as detailed in the terms of the Purchase Order assigned to Lessor, to purchase all but not less than all of the Equipment covered by the Lease by paying the Early Purchase Option Amount which is equal to all unpaid amounts owed under the lease plus end of term fees and any other amounts due and payable.
END OF LEASE:	Lessee must purchase all but not less than all Equipment at the then fair market value.
ASSIGNMENT OF PURCHASE ORDER:	Lessee will assign to Lessor an executed purchase order between Lessee and Sully-Miller Contracting Company ("Customer Order").
DOCUMENTARY LETTERS OF CREDIT:	Lessee shall cause United Rock Products, or an affiliate thereof, to secure two (2) documentary letters of credit, each in a form and substance satisfactory to Lessee and its Assignee and issued by Crédit Agricole Corporate and Investment Bank, in the amounts of \$816,670.00 (the "10% LC") and \$6,125,025.00 (the "75% LC"). All costs associated with the documentary letters of credit will be paid by Lessee.

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**CONSTRUCTION
MONITORING:**

Lessee will grant Lessor at Lessee's reasonable expense oversight authority of the dredge construction which will be done on a monthly basis and include site visits at both company and sub-contractor locations.

COVENANTS:

- i.) Beginning with fiscal year ended December 31, 2014, the Lessee shall maintain a minimum Fixed Charge Coverage Ratio (as hereinafter defined) of 1.25 to 1.00. "Fixed Charge Coverage Ratio" means EBITDA (as hereinafter defined) divided by (+) Fixed Charges (as hereinafter defined). As used herein, "EBITDA" means earnings before interest, taxes, depreciation and amortization. As used herein, "Fixed Charges" means required principal payments on all recourse debt plus (+) interest expense on recourse debt. The Fixed Charge Coverage Ratio shall be measured quarterly based upon the four most recent quarters.
- ii.) Limitation on Distributions – All owner's/partners' withdrawals, including but not limited to compensation, distributions, salaries, intercompany transfers, management fees, shareholder loans, etc., will be subordinate to AmeriServ Financial Bank's debt service. In any event, Lessee is subject to at all times to a 1.10 to 1.00 cash flow/debt service ratio, to be tested quarterly on a trailing twelve month basis.
- iii.) Until complete satisfaction of its obligations owing Lessor under this Schedule, including, without limitation, its payment of any of the Early Purchase Option Amount or End of Lease Option, Lessee shall not incur any additional debt without prior written consent of Lessor.
- iv.) No material change in ownership without written prior consent of Lessor.
- v.) Until complete satisfaction of its obligations owing Lessor under this Schedule, including, without limitation, its payment of any of the Early Purchase Option Amount or End of Lease Option, Lessor shall have the unconditional right of first refusal on all financing opportunities with Lessee.

EXPENSES:

The cost of due diligence, third party reports, other closing costs and legal counsel to draft, review and close the documentation of the herein described transaction shall be paid by the Lessee.

**PROPOSAL DEPOSIT
COMMITMENT FEE:**

Upon acceptance of this commitment, Lessee shall pay Lessor a noninterest bearing deposit in the amount of \$30,000.00 via wire transfer, when combined with a previously paid \$30,000.00 proposal deposit, totals a non-refundable commitment fee of \$60,000.00.

ACCEPTANCE DATE:

This Commitment will expire if not accepted by Lessee on or before February 20, 2015. You may indicate your acceptance by executing this proposal and sending the \$30,000.00 Commitment Fee via wire transfer.

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The terms and conditions of this commitment are not limited to the above terms and conditions. Those matters not covered by or made clear in the above outline are subject to mutual agreement of the parties. This commitment is conditional upon the preparation, execution and delivery of legal documentation in form and substance satisfactory to us and our counsel incorporating substantially the terms and conditions outlined or referenced above.

Thank you for the opportunity to present this commitment. I look forward to doing business with you. If you have any questions, please do not hesitate to call me at (440) 519-2424.

Sincerely,

Maxus Capital Group, LLC


Chris A. Di Lillo
President

Supreme Manufacturing, Inc.

Accepted By: Neil E. Hoobler
Printed Name: Neil E. Hoobler
Title: PRESIDENT
Date: 2/19/15